B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

In re LEHMAN BROTHERS HOLDINGS INC.

Case No. 08-13555 (JMP)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Morgan Stanley & Co. International plc

Name of Transferee

Name and Address where notices to transferee should be sent: Morgan Stanley & Co. International ple 25, Cabot Square, Canary Wharf, London E14 4QA

With a copy to: Richards Kibbe & Orbe L.L.P. One World Financial Center New York, NY 10281-1003 Fax: 212-530-1801 Attn: Managing Clerk

Transferred: US\$425,250.00 (or 25% of the Amount of Claim as Filed

Banco Cooperativo Espanol, S.A.
Name of Transferor

Court Claim # (if known): 60320

to ISIN XS0197173643:

to ISIN XS0197173643 to be

US\$1,701,000.00

Amount of Claim as Filed with respect

Amount of Claim as Filed with respect

Allowed Amount of Claim with respect to ISIN XS0197173643: US\$1,710,264.00 Allowed Amount of Claim with respect

to ISIN XS0197173643 to be Transferred: US\$427,566.00 (or 25% of

the Allowed Amount of Claim)

Date Claim Filed: 30 October 2009

Phone:

Last Four Digits of Acct. #:

Phone: +44 207 677 7974

E-mail: Indistressed@morganstanley.com

Phone: +212 530 1800

Last Four Digits of Acct #: n/a

566570.1/9999-00999

Name and Address where transferee payments should be sent (if different from above):

Wire Instructions:

USD PAYMENT INSTRUCTIONS:

TO: CHASE MANHATTAN NEW YORK, NY

SWIFT: CHASUS33

ACCOUNT NAME: MORGAN STANLEY & CO.

INTERNATIONAL plc

SWIFT: MSLNGB2X ACCOUNT NUMBER: 066617758 REF: Fixed Income

EUR PAYMENT INSTRUCTIONS:

TO: CITIBANK N.A.

SWIFT: CITIGB2L

ACCOUNT NAME: MORGAN STANLEY & CO.

INTERNATIONAL plc

SWIFT: MSLNGB2X ACCOUNT NUMBER: 12221071

IBAN: GB15CITI18500812221071

REF: Fixed Income

Last Four Digits of Acct #: n/a

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

21 February 2013

Date:

MORGAN STANLEY & CO. INTERNATIONAL PLC

BRIAN CRIPPS Authorised Signatory

7/ -

Transferee/Transferee's Agent

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, Banco Cooperative Espanol, S.A. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Morgan Stauley & Co. International plc (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the US\$427,566.00 specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 60320 filed by or on behalf of Banco Cooperative Espanol, S.A. (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, litle and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lchman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transferr of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

698313v.1

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 21 day of February 2013.

SELLER

BANCO COOPERATIVO ESPANOL, S.A.

Name: Ignacio Benlloch

Title: Head of Corporate Banking

Title: Head of Legal Department

2

C/Virgen de los Peligros,

4. Madrid 28013

Spain

E-mail: ignacio.benlloch.bee@cajaniral.com

PURCHASER

MORGAN STANLEY & CO. INTERNATIONAL

PLC

By:___ Name:

Title:

BRIAN CRIPPS
Authorised Signatory

25, Cabot Square Canary Wharf

London E14 4QA

E-mail: Indistressed@morganstanley.com

Schedule 1

Transferred Claims

Purchased Claim

100% of XS0197173643 = USD 427,566.00 of USD 427,566.00 (the outstanding amount of XS0197173643 as described in the Proof of Claim as of February 2012)

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity
Lehman Brothers Treasury CO. BV Program Securities Bonds	XS0197173643 (Blocking No. CA29092)	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.		Collar Floater	12 August 2011

Schedule 1-1

698313v.1

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re

Chapter 11 Case No.

LEHMAN BROTHERS HOLDINGS INC., et al.,

08-13555 (JMP)

Debtors.

(Jointly Administered)

LBH F1 10-17-11 (MERGE2,TXNUM2)*22* 4000105811 BAR(23) MAIL ID *** 000052562101 *** *** BSTUSE 22**
BANCO COOPERATIVO ESPANOL, S.:A.
ATTN: JUAN ANTONIO MERINO / IGNACIO BENI
VIRGEN DE LOS PELIGROS, 4
MADRID 28013
SPAIN

THIS IS A NOTICE REGARDING YOUR CLAIM(S). YOU MUST READ IT AND TAKE ACTION IF YOU DISAGREE WITH THE PROPOSED ALLOWED CLAIM AMOUNT.

REVISED NOTICE OF PROPOSED ALLOWED CLAIM AMOUNT

Creditor Name and Address: BANCO COOPERATIVO ESPANOL, S.A.	Claim Number	Proposed Allowed Claim Amount
ATTN: JUAN ANTONIO MERINO / IGNACIO BENLLOCH VIRGEN DE LOS PELIGROS, 4 MADRID 28013 SPAIN	60320	\$13,313,337.01

PLEASE TAKE NOTICE that, on August 10, 2011, the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entered the Order Approving the Procedures for Determining the Allowed Amount of Claims Filed Based on Structured Securities Issued or Guaranteed by Lehman Brothers Holdings Inc. [Docket No. 19120] (the "Order") which provides for procedures for the determination of the allowed amount of the portion of the claim referenced above (the "Claim") that is based on a structured security for purposes of voting and distributions under the debtors' (the "Debtors") proposed chapter 11 plan (the "Plan") in the above-referenced case.

Pursuant to the procedures approved in the Order, Lehman Brothers Holdings Inc. ("LBHI") proposes that the allowed amount of the portion of the Claim that is based on a structured security shall be the amount set forth above under the heading "PROPOSED ALLOWED CLAIM AMOUNT." The Debtors calculated the Proposed Allowed Claim Amount in accordance with the Structured Securities Valuation Methodologies, a copy of which is available for review on www.lehman-docket.com, and is also attached to the motion [Docket No. 18127] (the "Motion") related to the Order. A detailed calculation of the Proposed Allowed Claim Amount in accordance with the Structured Securities Valuation Methodologies is included on Exhibit A annexed hereto. The Proposed Allowed Claim Amount does not have any affect on the portion of your claim that is not based on a structured security.

The Official Committee of Unsecured Creditors of LBHI and its affiliated debtors filed a statement relating to the Motion. The Statement of Official Committee of Unsecured Creditors In Response to

A list of the Debtors, along with the last four digits of each Debtor's federal tax identification number, is available on the Debtors' website at http://www.lehman-docket.com.

Debtors' Amended Motion Pursuant to Sections 105(a) and 502(b) of the Bankruptcy Code and Bankruptcy Rule 9019 for Approval of Procedures For Determining the Allowed Amount of Claims Filed Based on Structured Securities Issued or Guaranteed by Lehman Brothers Holdings Inc, [Docket No. 19042] is available at www.lehman-docket.com on the "Case Information" page.

If you do NOT dispute or disagree with the Proposed Allowed Claim Amount for your Claim, then you do NOT need to file a written response and your claim will be allowed in such amount for the purposes of voting and distributions under the Plan.

If you DO dispute or disagree with the Proposed Allowed Claim Amount for your Claim, then you MUST deliver a written response (a "Response") so that such Response is actually received no later than 4:00 p.m. October 25, 2011 (the "Response Deadline") by (i) Lehman Brothers Holdings Inc., 1271 Avenue of the Americas, New York, NY 10020 (Attn: Holly Clack and Tina Pederson), (ii) Weil Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Alfredo R. Perez, Esq. and Mark Bernstein, Esq.) and (iii) Milbank, Tweed, Hadley and McCloy LLP, 1 Chase Manhattan Plaza, New York, New York 10005 (Attn: Evan R. Fleck, Esq. and Matthew Brod, Esq.).

Your Response, if any, must contain at a minimum the following: (i) the name of the claimant; (ii) the claim number that is the subject of the Response; (iii) a concise statement setting forth the grounds for such Response; (iv) the address(es) to which LBHI must return any reply to your Response, if different from that presented in the proof of claim; and (v) the name, address, and telephone number of the person (which may be you or your legal representative) possessing ultimate authority to reconcile, settle, or otherwise resolve the claim on your behalf.

IF YOU DO NOT DELIVER A RESPONSE BY THE RESPONSE DEADLINE, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE PORTION OF YOUR CLAIM BASED ON A STRUCTURED SECURITY BEING ALLOWED FOR PURPOSES OF VOTING AND DISTRIBUTIONS UNDER THE PLAN IN THE PROPOSED ALLOWED CLAIM AMOUNT. THE MOTION DOES NOT HAVE ANY AFFECT ON THE PORTION OF YOUR CLAIM THAT IS NOT BASED ON A STRUCTURED SECURITY.

IF YOU SUBMIT A RESPONSE AND THE DEBTORS AND YOU ARE UNABLE TO RESOLVE ANY DISPUTES REGARDING THE PROPOSED ALLOWED CLAIM AMOUNT, THE MOTION WILL BE DEEMED AN OBJECTION TO YOUR CLAIM. THE DEBTORS MAY SEEK TO HAVE SUCH OBJECTION TO YOUR CLAIM RESOLVED EITHER BY THE COURT OR THROUGH THE COURT-APPROVED MEDIATION PROCEDURES.

CLAIMANTS SHOULD NOT CONTACT THE CLERK OF THE BANKRUPTCY COURT TO DISCUSS THE MERITS OF THEIR CLAIMS.

DATED:

October 14, 2011 New York, New York

Exhibit A

Calculation of Proposed Allowed Claim Amount

Claim # 60320 - BANCO COOPERATIVO ESPANOL, S.A.

A	В	C	D	E	F	G
Structured Security, by ISIN	Blocking Number	Maximum Allowable Amount ²	Percentage of Notional Amount for which Blocking Numbers were Issued by Clearing Agencies	Aggregate Amount Distributable to Claims Based on Relevant ISIN (Equals the Product of C x D with slight	Claimant's Percentage of Notional Amount for Which Blocking Numbers were Issued by Clearing	PROPOSED ALLOWED CLAIM AMOUNT (Equals the Product of Exfwith slight
XS0197173643	G 1 80000			differences due to rounding)	Agencies	differences due to counding)
	CA29088	\$24,138,951.35	100.0000%	\$24,138,951,35	1.7122%	\$413,313.80
XS0197173643	CA29089	\$24,138,951.35	100.0000%	S24,138,951.35	1.7713%	\$427,566.00
XS0197173643	CA29090	\$24,138,951.35	100.0000%	\$24,138,951.35	0.3543%	\$85,513.20
XS0197173643	CA29091	\$24,138,951.35	100.0000%	S24.138,951.35	1.4761%	\$356,305.00
XS0197173643	CA29092	\$24,138,951.35	100.0000%	\$24,138,951.35	1.7713%	\$427,566.00
XS0213971210	CA16333	\$35,106,385.92	100.0000%	\$35,106,385.92	0.7959%	\$279,418.17
XS0213971210	CA19268	\$35,106,385,92	100.0000%	\$35,106,385.92	0.1469%	\$51,584,89
XS0213971210	CA27711	\$35,106,385,92	100.0000%	\$35,106,385.92	1.1837%	\$415,544.98
XS0213971210	CA33756	\$35,106,385.92	100.0000%	\$35,106,385.92	0.9469%	\$332,435.98
XS0216140417	CA17999	\$8,500,443.57	91,6528%	\$7,790,890.68	1.0929%	\$85,146.35
XS0216140417	CA26220	\$8,500,443.57	91.6528%	\$7,790,890.68	0.3643%	\$28,382.12
XS0216140417	CA26221	\$8,500,443.57	91.6528%	\$7,790,890.68	23.4973%	\$1,830,646.45
XS0216140417	CA29295	\$8,500,443.57	91.6528%	\$7,790,890.68	2.3679%	\$184,483.75
XS0220152069	CA18328	\$41,385,318.12	100.0000%	S41,385,318.12	2.0630%	\$853,774.96
X\$0220152069	CA18329	\$41,385,318.12	100.0000%	\$41,385,318.12	3.4383%	\$1,422,958.26
XS0220152069	CA18330	\$41,385,318.12	100.0000%	\$41,385,318.12	3.4383%	\$1,422,958.26
XS0220152069	CA 18331	\$41,385,318.12	100.0000%	\$41,385,318.12	0.6877%	\$284,591.65
XS0229584296	CA16807	\$354,125,249.36	93.3021%	\$330,406,237.95	0,0229%	\$75,726.36
XS0229584296	CA 16808	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0949%	\$313,507,14
XS0229584296	CA35141	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0160%	\$53,008,45
	CA35142	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0046%	\$15,145.27
XS0229584296	CA35143	\$354,125,249.36	93.3021%	\$330,406,237,95	0.0046%	\$15,145.27
XS0229584296	CA35144	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0229%	\$75,726.36
XS0229584296	CA35145	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0046%	\$15,145.27
V	CA35146	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0069%	\$22,717.91
XS0229584296	CA35147	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0261%	\$86,328.05
	CA35148	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0138%	\$45,435,82
XS0229584296	CA35149	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0046%	\$15,145.27

Claim # 60320 - BANCO COOPERATIVO ESPANOL, S.A.

A	В	C	D	E	F	G
Structured Security, by ISIN	Blocking Number	Maximum Allowable Amount ²	Percentage of Notional Amount for which Blocking Numbers were Issued by Clearing Agencies	Aggregate Amount Distributable to Claims Based on Relevant ISIN (Equals the Product of C x D with slight differences due to rounding)	Claimant's Percentage of Notional Amount for Which Blocking Numbers were Issued by Clearing Agencies	PROPOSED ALLOWED CLAIM AMOUNT (Equals the Product of Ex F with slight differences due to rounding)
XS0229584296	CA35150	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0046%	\$15,145,27
XS0229584296	CA35151	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0046%	\$15,145.27
XS0229584296	CA35152	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0046%	\$15,145.27
XS0229584296	CA35153	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0046%	\$15,145.27
XS0229584296	CA35154	\$354,125,249.36	93.3021%	\$330,406,237,95	0.0069%	\$22,717.91
XS0229584296	CA35155	8354.125,249.36	93,3021%	\$330,406,237.95	0.0046%	\$15,145.27
XS0229584296	CA35156	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0046%	\$15,145,27
XS0229584296	CA35157	\$354,125,249.36	93.3021%	5330,406,237.95	0.0023%	\$7,572.64
XS0229584296	CA35158	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0046%	\$15,145.27
XS0229584296	CA35159	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0046%	\$15,145.27
XS0229584296	CA35160	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0046%	\$15,145.27
XS0229584296	CA35161	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0046%	\$15,145.27
XS0229584296	CA35162	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0046%	\$15,145.27
XS0229584296	CA35163	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0092%	\$30,290.55
XS0229584296	CA35164	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0046%	\$15,145.27
XS0229584296	CA35165	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0046%	\$15,145.27
XS0229584296	CA35166	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0069%	\$22,717.91
XS0229584296	CA35167	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0069%	\$22,717.91
XS0229584296	CA35168	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0014%	\$4,543.58
XS0229584296	CA35169	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0014%	\$4,543.58
XS0229584296	CA35170	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0014%	\$4,543.58
XS0229584296	CA35171	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0005%	\$1,514.53
XS0229584296	CA35172	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0275%	\$90,871.64
XS0229584296	CA35173	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0055%	\$18,174,33
XS0229584296	CA35174	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0229%	\$75,726.36
XS0229584296	CA35175	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0138%	\$45,435.82
XS0229584296	CA35176	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0225%	\$74,211.84
XS0229584296	CA35177	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0092%	\$30,290.55
XS0229584296	CA35178	\$354,125,249.36	93.3021%	S330,406,237.95	0.0170%	\$56,037.51
XS0229584296	CA35179	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0055%	\$18,174.33
XS0229584296	CA35180	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0151%	\$49,979.40
XS0229584296	CA35181	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0069%	\$22,717.91
XS0229584296	CA35183	8354,125,249.36	93,3021%	\$330,406,237.95	0.0092%	\$30,290.55
XS0229584296	CA35184	\$354,125,249.36	93.3021%	\$330,406,237.95	0.0046%	\$15,145.27
XS0229584296	CA35185	\$354,125,249.36	93,3021%	\$330,406,237.95	0.0046%	\$15,145.27

Claim # 60320 - BANCO COOPERATIVO ESPANOL, S.A.

A	В	С	D	E	F	G
Structured Security, by ISIN	Blocking Number	Maximum Allowable Amount ²	Percentage of Notional Amount for which Blocking Numbers were Issued by Clearing Agencies	Aggregate Amount Distributable to Claims Based on Relevant ISIN (Equals the Product of C x D with slight differences due to rounding)	Claimant's Percentage of Notional Amount for Which Blocking Numbers were Issued by Clearing Agencies	PROPOSED ALLOWED CLAIM AMOUNT (Equals the Product of Ex F with slight differences due to rounding)
XS0229584296	CA35186	8354,125,249.36	93.3021%	\$330,406,237,95	0.0046%	\$15,145.27
XS0232364868	CA27867	\$143,831,220,59	95.3247%	\$137,106,706.03	0.0152%	\$20,883.59
XS0232364868	CA27868	\$143,831,220,59	95.3247%	\$137,106,706.03	0.0131%	\$17,900.22
XS0232364868	CA27869	\$143,831,220.59	95.3247%	\$137,106.706.03	0.2829%	\$387,838.02
XS0232364868	CA27870	\$143,831,220.59	95.3247%	\$137,106,706.03	0.0131%	\$17,900.22
XS0232364868	CA27871	\$143,831,220.59	95.3247%	\$137.106,706.03	0.0218%	\$29,833.69
XS0234065786	CA18072	\$1,423,359,83	100.0000%	\$1,423,359.83	70.0000%	\$996,351.88
XS0234065786	CA18073	\$1,423,359.83	100.0000%	\$1,423,359.83	30.0000%	\$427,007.95
XS0353507642	CA19104	\$801.407.53	72.2222%	\$578,794.32	15.3846%	\$89,045.28
X\$0353507642	CA19105	\$801,407.53	72.2222%	\$578,794.32	7.6923%	\$44,522.64
XS0353507642	CA19106	\$801,407.53	72.2222%	\$578,794.32	23.0769%	\$133,567.92
XS0353507642	CA19107	\$801,407.53	72.2222%	\$578,794,32	7.6923%	\$44,522.64
XS0353507642	CA19108	\$801,407.53	72.2222%	\$578,794.32	7.6923%	\$44,522.64
XS0353507642	CA19109	\$801,407.53	72,2222%	\$578,794.32	15.3846%	\$89,045.28
XS0353507642	CA19110	\$801,407.53	72.2222%	\$578,794.32	23.0769%	\$133,567.92
XS0359631974	CA19300	\$1,904,641.68	100.0000%	\$1,904,641.68	3.3149%	\$63,137.29
XS0359631974	CA28725	\$1,904,641.68	100.0000%	\$1,904,641.68	13.8122%	\$263,072.06
			A	ggregate Proposed Allo	wed Claim Amount:	\$13,313,337.01
			Cinim Amount, as filed (portion based on Struc	tured Security only):	\$13,598,086.00

² Calculated in accordance with the Structured Securities Valuation Methodologies.

LEHMAN BROTHERS HOLDINGS INC., ET. AL. C/O EPIQ BANKRUPTCY SOLUTIONS, LLC PO BOX 4199 PORTLAND OR 97208-4199

DEBTOR: LEHMAN BROTHERS HOLDINGS INC.

780100633905

000 0001412 00000000 001 004 00700 INS: 0 0 BANCO COOPERATIVO ESPANOL, S.A. ATTN: JUAN ANTONIO MERINO / IGNACIO BENLLOCH VIRGEN DE LOS PELIGROS, 4 MADRID 28013 SPAIN

Aggregation Number:

W0001291

Wire Amount: Wire Date: \$804,729.87 October 1, 2012

You have received a wire payment for the enclosed distribution related to the allowed claim(s) set forth on the attached schedule in connection with the jointly administered Chapter 11 bankruptcy cases of Lehman Brothers Holdings Inc. and its affiliated debtors (collectively, the "Debtors").

The disbursement(s) set forth on the attached schedule are made in accordance with the relevant terms of the Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and its Affiliated Debtors as confirmed by the Bankruptcy Court on December 6, 2011. Please note that the total distribution amount reflects the deduction of a\$35 wire transfer fee. The Plan Administrator reserves the right to recover any portion of a distribution that was made in error. If you have any questions, please contact Epiq Bankruptcy Solutions, LLC at 866-879-0688 (non-US: +1 503-597-7691).

PAYMENT TRANSACTION NUMBER: 19853

08-13555-mg Doc 35449 Filed 02/23/13 Entered 02/23/13 13:52:39 Main Document Pg 12 of 55

PAYEE: BANCO COOPERATIVO ESPANOL, S.A.

AGGREGATION NUMBER: W0001291

DEBTOR: LEHMAN BROTHERS HOLDINGS INC.

Claim/ Schedule No.	ISIN/CUSIP (if applicable)	Blocking No.	Claim Class per Plan	Allowed Amount	Payout Percentage	Principal Amount	Interest ^A	Disbursement Amount ⁸
60320.01	XS0213971210	CA16333	05 SENIOR THIRD-PARTY GUARANTEE	\$279,418.17	0.06044808 ^c	\$16,890.29	\$0.00	\$16,890.29
60320.01	XS0229584296	CA16807	05 SENIOR THIRD-PARTY GUARANTEE	\$75,726.36	0.06044808 ^C	\$4,577.50	\$0.00	\$4,577.50
60320.01	XS0229584296	CA16808	05 SENIOR THIRD-PARTY GUARANTEE	\$313,507.14	0.06044808 ^c	\$18,950.90	\$0.00	\$18,950.90
60320.01	XS0216140417	CA17999	05 SENIOR THIRD-PARTY GUARANTEE	\$85,146.35	0.06044808 ^c	\$5,146.92	\$0.00	\$5,146.92
60320.01	XS0234065786	CA18072	05 SENIOR THIRD-PARTY GUARANTEE	\$996,351.88	0.06044808 ^c	\$60,227.55	\$0.00	\$60,227.55
60320.01	XS0234065786	CA18073	05 SENIOR THIRD-PARTY GUARANTEE	\$427,007.95	0.06044808 ^C	\$25,811.80	\$0.00	\$25,811.80
60320.01	XS0220152069	CA18328	05 SENIOR THIRD-PARTY GUARANTEE	\$853,774.96	0.06044808 ^c	\$51,609.05	\$0.00	\$51,609.05
60320.01	XS0220152069	CA18329	05 SENIOR THIRD-PARTY GUARANTEE	\$1,422,958.26	0.06044808 ^c	\$86,015.09	\$0.00	\$86,015.09
60320.01	XS0220152069	CA18330	05 SENIOR THIRD-PARTY GUARANTEE	\$1,422,958.26	0.06044808 ^c	\$86,015.09	\$0.00	\$86,015.09
60320.01	XS0220152069	CA18331	05 SENIOR THIRD-PARTY GUARANTEE	\$284,591.65	0.06044808 ^c	\$17,203.01	\$0.00	\$17,203.01
60320.01	XS0353507642	CA19104	05 SENIOR THIRD-PARTY GUARANTEE	\$89,045.28	0.06044808 ^c	\$5,382.60	\$0.00	\$5,382.60
60320.01	XS0353507642	CA19105	05 SENIOR THIRD-PARTY GUARANTEE	\$44,522.64	0.06044808 ^c	\$2,691.30	\$0.00	\$2,691.30
60320.01	XS0353507642	CA19106	05 SENIOR THIRD-PARTY GUARANTEE	\$133,567.92	0.06044808 ^c	\$8,073.92	\$0.00	\$8,073.92
60320.01	XS0353507642	CA19107	05 SENIOR THIRD-PARTY GUARANTEE	\$44,522.64	0.06044808 ^c	\$2,691.30	\$0.00	\$2,691.30
60320.01	XS0353507642	CA19108	05 SENIOR THIRD-PARTY GUARANTEE	\$44,522.64	0.06044808 ^c	\$2,691.30	\$0.00	\$2,691.30
60320.01	XS0353507642	CA19109	05 SENIOR THIRD-PARTY GUARANTEE	\$89,045.28	0.06044808 ^c	\$5,382.60	\$0.00	\$5,382.60
60320.01	XS0353507642	CA19110	05 SENIOR THIRD-PARTY GUARANTEE	\$133,567.92	0.06044808 ^c	\$8,073.92	\$0.00	\$8,073.92
60320.01	XS0213971210	CA19268	05 SENIOR THIRD-PARTY GUARANTEE	\$51,584.89	0.06044808 ^c	\$3,118.20	\$0.00	\$3,118.20
60320.01	XS0359631974	CA19300	05 SENIOR THIRD-PARTY GUARANTEE	\$63,137.29	0.06044808 ^c	\$3,816.51	\$0.00	\$3,816.51
60320.01	XS0216140417	CA26220	05 SENIOR THIRD-PARTY GUARANTEE	\$28,382.12	0.06044808 ^c	\$1,715.63	\$0.00	\$1,715.63
60320.01	XS0216140417	CA26221	05 SENIOR THIRD-PARTY GUARANTEE	\$1,830,646.45	0.06044808 ^c	\$110,659.06	\$0.00	\$110,659.06
60320.01	XS0213971210	CA27711	05 SENIOR THIRD-PARTY GUARANTEE	\$415,544.98	0.06044808 ^c	\$25,118.88	\$0.00	\$25,118.88
60320.01	XS0232364868	CA27867	05 SENIOR THIRD-PARTY GUARANTEE	\$20,883.59	0.06044808 ^c	\$1,262.36	\$0.00	\$1,262.36
60320.01	XS0232364868	CA27868	05 SENIOR THIRD-PARTY GUARANTEE	\$17,900-22	0.06044808 ^c	\$1,082.02	\$0.00	\$1,082.02
60320.01	XS0232364868	CA27869	05 SENIOR THIRD-PARTY GUARANTEE	\$387,838.02	0.06044808 ^c	\$23,444.06	\$0.00	\$23,444.06
60320.01	XS0232364868	CA27870	05 SENIOR THIRD-PARTY GUARANTEE	\$17,900.22	0.06044808 ^C	\$1,082.02	\$0.00	\$1,082.02
60320.01	XS0232364868	CA27871	05 SENIOR THIRD-PARTY GUARANTEE	\$29,833.69	0.06044808 ^c	\$1,803.38	\$0.00	\$1,803.38
60320.01	XS0359631974	CA28725	05 SENIOR THIRD-PARTY GUARANTEE	\$263,072.06	0.06044808 ^c	\$15,902.19	\$0.00	\$15,902.19
60320.01	XS0197173643	CA29088	05 SENIOR THIRD-PARTY GUARANTEE	\$413,313.80	0.06044808 ^c	\$24,984.02	\$0.00	\$24,984.02
60320.01	XS0197173643	CA29089	05 SENIOR THIRD-PARTY GUARANTEE	\$427,566.00	0.06044808 ^c	\$25,845.53	\$0.00	\$25,845.53
60320.01	XS0197173643	CA29090	05 SENIOR THIRD-PARTY GUARANTEE	\$85,513.20	0.06044808 ^c	\$5,169.10	\$0.00	\$5,169.10

The Plan Administrator reserves the right to recover any portion of a distribution that was made in error.



A Interest is payable only on previously disputed claims pursuant to the Plan-

^B Disbursement Amount calculated by multiplying Allowed Amount times Payout Percentage, rounded down to the nearest penny, plus any interest, if applicable.

^c Catch-up Distribution - Payment and payment percentage includes catch-up for prior distribution payments.

08-13555-mg Doc 35449 Filed 02/23/13 Entered 02/23/13 13:52:39 Main Document Pg 13 of 55

PAYEE: BANCO COOPERATIVO ESPANOL, S.A.

AGGREGATION NUMBER: W0001291

DEBTOR: LEHMAN BROTHERS HOLDINGS INC.

Claim/ Schedule No.	ISIN/CUSIP (if applicable)	Blocking No.	Claim Class per Plan	Allowed Amount	Payout Percentage	Principal Amount	Interest ^A	Disbursement Amount ^B
60320.01	XS0197173643	CA29091	05 SENIOR THIRD-PARTY GUARANTEE	\$356,305.00	0.06044808 ^c	\$21,537.94	\$0.00	\$21,537.94
60320.01	XS0197173643	CA29092	05 SENIOR THIRD-PARTY GUARANTEE	\$427,566.00	0.06044808 ^c	\$25,845.53	\$0.00	\$25,845.53
60320.01	XS0216140417	CA29295	05 SENIOR THIRD-PARTY GUARANTEE	\$184,483.75	0.06044808 ^c	\$11,151.68	\$0.00	\$11,151.68
60320.01	XS0213971210	CA33756	05 SENIOR THIRD-PARTY GUARANTEE	\$332,435.98	0.06044808 ^c	\$20,095.11	\$0.00	\$20,095.11
60320.01	XS0229584296	CA35141	05 SENIOR THIRD-PARTY GUARANTEE	\$53,008.45	0.06044808 ^c	\$3.204.25	\$0.00	\$3,204.25
60320.01	XS0229584296	CA35142	05 SENIOR THIRD-PARTY GUARANTEE	\$15,145.27	0.06044808 ^c	\$915.49	\$0.00	\$915.49
60320.01	X\$0229584296	CA35143	05 SENIOR THIRD-PARTY GUARANTEE	\$15,145.27	0.06044808 ^c	\$915.49	\$0.00	\$915.49
60320.01	XS0229584296	CA35144	05 SENIOR THIRD-PARTY GUARANTEE	\$75,726.36	0.06044808 ^c	\$4,577.50	\$0.00	\$4,577.50
60320.01	XS0229584296	CA35145	05 SENIOR THIRD-PARTY GUARANTEE	\$15,145.27	0.06044808 ^c	\$915.49	\$0.00	\$915.49
60320.01	XS0229584296	CA35146	05 SENIOR THIRD-PARTY GUARANTEE	\$22,717.91	0.06044808 ^c	\$1,373.25	\$0.00	\$1,373.25
60320.01	XS0229584296	CA35147	05 SENIOR THIRD-PARTY GUARANTEE	\$86,328.05	0.06044808 ^c	\$5,218.35	\$0.00	\$5,218.35
60320.01	XS0229584296	CA35148	05 SENIOR THIRD-PARTY GUARANTÉE	\$45,435.82	0.06044808 ^C	\$2,746.50	\$0.00	\$2,746.50
60320.01	XS0229584296	CA35149	05 SENIOR THIRD-PARTY GUARANTEE	\$15,145.27	0.06044808 ^c	\$915.49	\$0.00	\$915.49
60320.01	XS0229584296	CA35150	05 SENIOR THIRD-PARTY GUARANTEE	\$15,145.27	0.06044808 ^c	\$915.49	\$0.00	\$915.49
60320.01	XS0229584296	CA35151	05 SENIOR THIRD-PARTY GUARANTEE	\$15,145.27	0.06044808 ^c	\$915.49	\$0.00	\$915.49
60320.01	XS0229584296	CA35152	05 SENIOR THIRD-PARTY GUARANTEE	\$15,145.27	0.06044808 ^c	\$915.49	\$0.00	\$915.49
60320.01	XS0229584296	CA35153	05 SENIOR THIRD-PARTY GUARANTEE	\$15,145.27	0.06044808 ^c	\$915.49	\$0.00	\$915.49
60320.01	XS0229584296	CA35154	05 SENIOR THIRD-PARTY GUARANTEE	\$22,717.91	0.06044808 ^c	\$1,373.25	\$0.00	\$1,373.25
60320.01	XS0229584296	CA35155	05 SENIOR THIRD-PARTY GUARANTEE	\$15,145.27	0.06044808 ^c	\$915.49	\$0.00	\$915.49
60320.01	XS0229584296	CA35156	05 SENIOR THIRD-PARTY GUARANTEE	\$15,145.27	0.06044808 ^c	\$915.49	\$0.00	\$915.49
60320.01	XS0229584296	CA35157	05 SENIOR THIRD-PARTY GUARANTEE	\$7,572.64	0.06044808 ^c	\$457.74	\$0.00	\$457.74
60320,01	XS0229584296	CA35158	05 SENIOR THIRD-PARTY GUARANTEE	\$15,145.27	0.06044808 ^c	\$915.49	\$0.00	\$915.49
60320.01	XS0229584296	CA35159	05 SENIOR THIRD-PARTY GUARANTEE	\$15,145.27	0.06044808 ^c	\$915.49	\$0.00	\$915.49
60320.01	XS0229584296	CA35160	05 SENIOR THIRD-PARTY GUARANTEE	\$15,145.27	0.06044808 ^c	\$915.49	\$0.00	\$915.49
60320.01	XS0229584296	CA35161	05 SENIOR THIRD-PARTY GUARANTEE	\$15,145.27	0.06044808 ^c	\$915.49	\$0.00	\$915.49
60320.01	XS0229584296	CA35162	05 SENIOR THIRD-PARTY GUARANTEE	\$15,145.27	0.06044808 ^c	\$915.49	\$0.00	\$915.49
60320.01	XS0229584296	CA35163	05 SENIOR THIRD-PARTY GUARANTEE	\$30,290.55	0.06044808 ^c	\$1,831.00	\$0.00	\$1,831.00
60320.01	XS0229584296	CA35164	05 SENIOR THIRD-PARTY GUARANTEE	\$15,145.27	0.06044808 ^c	\$915.49	\$0.00	\$915.49
60320.01	XS0229584296	CA35165	05 SENIOR THIRD-PARTY GUARANTEE	\$15,145.27	0.06044808 ^c	\$915.49	\$0.00	\$915.49
60320.01	XS0229584296	CA35166	05 SENIOR THIRD-PARTY GUARANTEE	\$22,717.91	0.06044808 ^c	\$1,373.25	\$0.00	\$1,373.25

The Plan Administrator reserves the right to recover any portion of a distribution that was made in error.



A Interest is payable only on previously disputed claims pursuant to the Plan.

⁹ Disbursement Amount calculated by multiplying Allowed Amount times Payout Percentage, rounded down to the nearest penny, plus any interest, if applicable.

^c Catch-up Distribution - Payment and payment percentage includes catch-up for prior distribution payments.

08-13555-mg Doc 35449 Filed 02/23/13 Entered 02/23/13 13:52:39 Main Document Pg 14 of 55

PAYEE: BANCO COOPERATIVO ESPANOL, S.A.

AGGREGATION NUMBER: W0001291

DEBTOR: LEHMAN BROTHERS HOLDINGS INC.

Claim/ Schedule No.	ISIN/CUSIP (if applicable)	Blocking No.	Claim Class per Plan	Claim Class per Plan Allowed Amount		Principal Amount	Interest ^A	Disbursement Amount ^B
60320.01	XS0229584296	CA35167	05 SENIOR THIRD-PARTY GUARANTEE	\$22,717.91	0.06044808 ^c	\$1,373.25	\$0.00	
60320.01	XS0229584296	CA35168	05 SENIOR THIRD-PARTY GUARANTEE	\$4,543.58		\$274.64	\$0.00	\$1,373.25
60320.01	XS0229584296	CA35169	05 SENIOR THIRD-PARTY GUARANTEE		0.06044808 ^c	\$274.64	\$0.00	\$274.64
60320.01	XS0229584296	CA35170	05 SENIOR THIRD-PARTY GUARANTEE		0.06044808 ^c	\$274.64	\$0.00	\$274,64
60320.01	XS0229584296	CA35171	05 SENIOR THIRD-PARTY GUARANTEE	The state of the s	0.06044808 ^c	\$91.54		\$274.64
60320.01	XS0229584296	CA35172	05 SENIOR THIRD-PARTY GUARANTEE	\$90,871,64		\$5,493,01	\$0.00	\$91.54
60320.01	XS0229584296	CA35173	05 SENIOR THIRD-PARTY GUARANTEE		0.06044808 ^c	\$1,098.60	\$0.00	\$5,493.01
60320,01	XS0229584296	CA35174	05 SENIOR THIRD-PARTY GUARANTEE		0.06044808 ^c		\$0.00	\$1,098.60
60320.01	XS0229584296	CA35175	05 SENIOR THIRD-PARTY GUARANTEE	\$45,435.82		\$4,577.50	\$0.00	\$4,577.50
60320,01	XS0229584296	CA35176	05 SENIOR THIRD-PARTY GUARANTEE	\$74,211.84		\$2,746.50	\$0.00	\$2,746.50
60320.01	XS0229584296	CA35177	05 SENIOR THIRD-PARTY GUARANTEE		0.06044808 ^c	\$4,485.95	\$0.00	\$4,485.95
60320.01	XS0229584296	CA35178	05 SENIOR THIRD-PARTY GUARANTEE	\$56,037.51	0.06044808 ^c	\$1,831.00	\$0.00	\$1,831.00
60320.01	XS0229584296	CA35179	05 SENIOR THIRD-PARTY GUARANTEE	\$18,174.33		\$3,387.35	\$0.00	\$3,387.35
60320.01	XS0229584296	CA35180	05 SENIOR THIRD-PARTY GUARANTEE			\$1,098.60	\$0.00	\$1,098.60
60320.01	XS0229584296	CA35181	05 SENIOR THIRD-PARTY GUARANTEE		0.06044808 ^C	\$3,021.15	\$0,00	\$3,021.15
60320.01	XS0229584296	CA35183	05 SENIOR THIRD-PARTY GUARANTEE	\$22,717.91	0.06044808 ^C	\$1,373.25	\$0.00	\$1,373.25
60320.01	XS0229584296	CA35184	05 SENIOR THIRD-PARTY GUARANTEE	\$30,290.55	0.06044808 ^c	\$1,831.00	\$0.00	\$1,831.00
60320.01	XS0229584296	CA35185	05 SENIOR THIRD-PARTY GUARANTEE	\$15,145.27	0.06044808 ^c	\$915.49	\$0.00	\$915.49
60320.01	XS0229584296	CA35186	05 SENIOR THIRD-PARTY GUARANTEE		0.06044808 ^c	\$915.49	\$0.00	\$915.49
		2, .55 100		\$15,145.27	0.06044808 ^c	\$915.49	\$0.00	\$915.49
			Wire Transaction Fee - International Bank Account					\$ -35.00

Aggregated total:

\$804,729.87

The Plan Administrator reserves the right to recover any portion of a distribution that was made in error.

^B Disbursement Amount calculated by multiplying Allowed Amount times Payout Percentage, rounded down to the nearest penny, plus any interest, if applicable.





^A Interest is payable only on previously disputed claims pursuant to the Plan.

1			1.5	
Lehman Brot c/o Epiq Ban FDR Station,	s Bankruptcy Court/Souther thers Holdings Claims Proce kruptcy Solutions, LLC P.O. Box 5076 (Y 10150-5076	rn District of New York ssing Center	LEHMAN SEC PROC	URITIES PROGRAMS OF OF CLAIM
In Re:	hers Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Sauthern C Lehman Brothers Hok	
http://www	enman Programs Secur .lehman-docket.com as	of July 17, 2009	08-13555 (J	
A AI	reditor: Banco ddress: C/Virg ttention: Mr. Ju	and address where notices should be s Cooperativo Español, S.A. gen de los Peligros, 4. Madrid 28 an Antonio Merino / Mr. Ignacio he Attachment for full contact d	013 (Spain)	Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known)
Telephone nur	+34 (0) 91-595 67 00 / nber:+34 (0) 91-595 67 03En	ignacio beniloch bce@ nuil Address: imerino.bce@cajarural	Ocajarural.com	Filed on:
Name and add	ress where payment should	be sent (it different from above)	1	Check this box if you are aware that unyone else has filed a proof of claim elating to your claim. Attach copy of statement giving particulars.
dollars, using I you may attach Amount of Cla Check this 2. Provide the this claim with which this claim with which this claim with which the Cappropriate (eacfrom your according to the Cappropriate	the exchange rate as applicable a schedule with the claim a pinn: \$ 21,288,015 (see see see see see see see see see se	the on September 15, 2008. If you are I mounts for each Lehman Programs Se e Attachment) (Required) includes interest or other charges in a entification Number (ISIN) for each Lehman Programs Security, you may atta	illing this claim with respect to a curity to which this claim relate: ddition to the principal amount of the programs Security to which a schedule with the ISINs for the principal amount of the principal amount of the programs for the principal action. Required)	ince on the Lehman Programs Security, inc. ince on the Lehman Programs Securities. It you are filing or the Lehman Programs Securities to sitory blocking reference number, as ou must acquire a Blocking Number
Clearstream B: number:	ank Blocking Number, Eur	oclear Bank Electronic Instruction	Reference Number and or oth	er depository blocking reference
see Attachm	ent)	(Required)		
accountholder (i numbers. Accountholders	e, the bank, broker or other	Bank or other depository participant a	ur behalf). Beneficial holders sh	chman Programs Securities for which ticipant account number from your ould not provide their personal account
 Consent to Encounter to Encount	uroclear Bank, Clearstread re deemed to have authorize	n Bank or Other Depository: By fit d, Euroclear Bank, Clearstream Bank in Programs Securities to the Debtors	or at hearth and a firm	FOR COURT USE ONLY FILED RECEIVED
Date. 27/10/2009	i or are creation of other per	ing this claim must sign it. Sign and p son authorized to file this claim and st to notice address above. Attach copy o arela (Head of Legal Services) Fernández-Cuesta (Head of Capital M	ato mildana and talent	OCT 3 0 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC
* .			priporate danking)	

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:	
Lehman Brothers Holdings Inc., et al.	Chapter 11
Debtors	Case No. 08-13555 (JMP)
	
	Jointly Administered

ATTACHMENT TO PROOF OF CLAIM OF BANCO COOPERATIVO ESPAÑOL

Banco Cooperativo Español, S.A. ("Claimant" or "Banco Cooperativo") by an authorized representative submits this attachment to the proof of claim (the "Claim") against Lehman Brothers Holdings Inc. ("LBHI").

BANCO COOPERATIVO'S CLAIM

1. The Claimant submits this Claim with respect to certain securities issued or guaranteed by LBHI and as set forth on the Lehman Programs Securities list posted by LBHI on July 17, 2009 in accordance with the Bar Order. Such Lehman Programs Securities include:



	ISIN	BLOCKING NUMBER	PARTICIPANT ACCOUNT NUMBER	PRINCIPAL AMOUNT OF ISSUE HELD (EUR)	CLAIM AMOUNT
	XS0179304869	CA95091	CEDEL 89468	250.000 €	\$354.375
	XS0179304869	CA95084	CEDEL 89468	300.000 €	\$425,250
	XS0179304869	CA95089	CEDEL 89468	1.200.000 €	\$1.701.000
	XS0179304869	CA95085	CEDEL 89468	1.000.000 €	\$1.417.500
	XS0179304869	CA95070	CEDEL 89468	800,000 €	\$1.134.000
	XS0179304869	CA95071	CEDEL 89468	250.000 €	\$354.375
	XS0179304869	CA95063	CEDEL 89468	200.000 €	\$283.500
	то	TAL ISIN XS0179	304869	4.000.000 €	\$5.670.000
	XS0197173643	CA29090	CEDEL 17892	60.000 €	\$85.050
	XS0197173643	CA29091	CEDEL 17892	250,000 €	\$354.375
X	XS0197173643	CA29092	CEDEL 17892	300.000 €	\$425.250
	XS0197173643	CA29088	CEDEL 17892	290.000 €	\$411.075
	XS0197173643	CA29089	CEDEL 17892	300.000 €	\$425.250
	TO	TAL ISIN XS01971	173643	1.200.000 €	\$1.701.000
	XS0216140417	CA17999	CEDEL 17892	60.000 €	\$85.050
	XS0216140417	CA26220	CEDEL 17892	20.000 €	\$28.350
	XS0216140417	CA29295	CEDEL 17892	130.000 €	\$184.275
	XS0216140417	CA26221	CEDEL 17892	1.290.000 €	\$1.828.575
	TOT	AL ISIN XS02161	40417	1.500.000 €	\$2.126.250
	XS0213971210	CA33756	CEDEL 17892	232.000 €	\$328.860
	XS0213971210	CA27711	CEDEL 17892	290.000€	\$411.075
	XS0213971210	CA19268	CEDEL 17892	36,000 €	\$51.030
	XS0213971210	CA16333	CEDEL 17892	195.000 €	\$276.413
	тот	AL ISIN XS02139	71210	753.000 €	\$1.067.378
	XS0220152069	CA18329	CEDEL 17892	1.000.000 €	\$1.417,500
	XS0220152069	CA18328	CEDEL 17892	600,000 €	\$850.500



MADRID-1/447770/01 ~ 2 ~ New/NEW

XS0220152069	CA18330	CEDEL 17892	1.000.000 €	\$1.417.500
XS0220152069	CA18331	CEDEL 17892	200.000 €	\$283.500
TOT	TAL ISIN XS02	20162069	2.800.000 €	\$3.969.000
XS0232364868	CA27869	CEDEL 17892	260.000 €	\$368.550
XS0232364868	CA27870	CEDEL 17892	12.000 €	\$17.010
XS0232364868	CA27867	CEDEL 17892	14.000 €	\$19.845
XS0232364868	CA27871	CEDEL 17892	20.000 €	\$28.350
XS0232364868	CA27868	CEDEL 17892	12.000 €	\$17.010
тот	TAL ISIN XS02:	32364868	318.000 €	\$450.765
XS0353507642	CA19104	CEDEL 17892	100.000 €	\$141.750
XS0353507642	CA19105	CEDEL 17892	50.000 €	\$70.875
XS0353507642	CA19107	CEDEL 17892	50,000 €	\$70,875
XS0353507642	CA19109	CEDEL 17892	100.000 €	\$141.750
XS0353507642	CA19108	CEDEL 17892	50.000 €	\$70.875
XS0353507642	CA19106	CEDEL 17892	150,000 €	\$212.625
XS0353507642	CA19110	CEDEL 17892	150.000 €	\$212,625
TOT	AL ISIN XS035	3507642	650.000 €	\$921.375
XS0234065786	CA18072	CEDEL 17892	700.000 €	\$992.250
XS0234065786	CA18073	CEDEL 17892	300.000 €	\$425.250
TOT	AL ISIN XS023	4065786	1.000.000 €	\$1.417.500
XS0229584296	CA16807	CEDEL 17892	50,000 €	\$70.875
XS0229584296	CA35180	CEDEL 17892	33.000 €	\$46.778
XS0229584296	CA35176	CEDEL 17892	49.000 €	\$69.458
XS0229584296	CA35172	CEDEL 17892	60.000 €	\$85.050
XS0229584296	CA35178	CEDEL 17892	37.000 €	\$52.448
XS0229584296	CA35173	CEDEL 17892	12.000 €	\$17.010
XS0229584296	CA35144	CEDEL 17892	50.000 €	\$70.875
XS0229584296	CA35179	CEDEL 17892	12.000 €	\$17.010
XS0229584296	CA35148	CEDEL 17892	30.000 €	\$42.525



MADRID-1/447770/01 - 3 - New/NEW

XS0229584296	CA16808	CEDEL 17892	207.000 €	\$293.423
XS0229584296	CA35157	CEDEL 17892	5.000 €	\$7.088
XS0229584296	CA35150	CEDEL 17892	10.000 €	\$14.175
XS0229584296	CA35183	CEDEL 17892	20,000 €	\$28.350
XS0229584296	CA35177	CEDEL 17892	20.000 €	\$28.350
XS0229584296	CA35146	CEDEL 17892	15.000 €	\$21,263
X\$0229584296	CA35163	CEDEL 17892	20.000 €	\$28.350
XS0229584296	CA35149	CEDEL 17892	10.000 €	\$14.175
XS0229584296	CA35145	CEDEL 17892	10.000 €	\$14.175
XS0229584296	CA35142	CEDEL 17892	10.000 €	\$14.175
XS0229584296	CA35158	CEDEL 17892	10.000 €	\$14.175
XS0229584296	CA35156	CEDEL 17892	10.000 €	\$14.175
XS0229584296	CA35174	CEDEL 17892	50.000 €	\$70.875
XS0229584296	CA35141	CEDEL 17892	35.000 €	\$49.613
XS0229584296	CA35155	CEDEL 17892	10.000 €	\$14.175
XS0229584296	CA35154	CEDEL 17892	15.000 €	\$21.263
XS0229584296	CA35147	CEDEL 17892	57.000 €	\$80,798
XS0229584296	CA35153	CEDEL 17892	10.000 €	\$14.175
XS0229584296	CA35152	CEDEL 17892	10.000 €	\$14.175
XS0229584296	CA35151	CEDEL 17892	10.000 €	\$14.175
XS0229584296	CA35186	CEDEL 17892	10.000 €	\$14.175
XS0229584296	CA35165	CEDEL 17892	10.000 €	\$14.175
XS0229584296	CA35166	CEDEL 17892	15.000 €	\$21.263
XS0229584296	CA35175	CEDEL 17892	30.000 €	\$42.525
XS0229584296	CA35164	CEDEL 17892	10.000 €	\$14.175
XS0229584296	CA35162	CEDEL 17892	10.000 €	\$14.175
XS0229584296	CA35161	CEDEL 17892	10.000 €	\$14.175
XS0229584296	CA35160	CEDEL 17892	10.000 €	\$14.175
XS0229584296	CA35143	CEDEL 17892	10.000 €	\$14.175

MADRID-1/447770/01

XS0229584296	CA35159	CEDEL 17892	10.000	€ \$14.175
XS0229584296	CA35184	CEDEL 17892	10.000	€ \$14.175
XS0229584296	CA35181	CEDEL 17892	15.000	€ \$21.263
XS0229584296	CA35185	CEDEL 17892	10.000	€ \$14.175
XS0229584296	CA35167	CEDEL 17892	15.000	€ \$21.263
XS0229584296	CA35170	CEDEL 17892	3.000	€ \$4.253
XS0229584296	CA35169	CEDEL 17892	3.000	€ \$4.253
XS0229584296	CA35168	CEDEL 17892	3.000	€ \$4.253
XS0229584296	CA35171	CEDEL 17892	1.000 (
TOTAL ISIN XS0229584296			1.062,000 €	
XS0252835110	CA17712	CEDEL 89468	990.000 €	\$1,403,325
XS0252835110	CA17713	CEDEL 89468	10.000 €	\$14.175
TOTAL ISIN XS0252835110			1.000.000 €	\$1.417.600
XS0193035358	CA28084	CEDEL 89468	25.000 €	\$35.438
TOTAL ISIN XS0193035358			26.000 €	\$35.438
XS0268648952	CA03467	CEDEL 89468	200.000€	\$283,500
XS0268648952	CA03468	CEDEL 89468	200.000 €	\$283.500
TOTAL ISIN XS0268648952			400,000 €	\$567.000
XS0359631974	CA28725	CEDEL 17892	250.000 €	\$354.375
XS0359631974	CA19300	CEDEL 17892	60.000 € \$85,050	
TOTAL ISIN XS0359631974 (1)			310.000 €	\$439.425
TOTAL AMOUNT			15.018.000 €	21.288.015 €

(1): According to the Lehman Programs Securities List, as of July, 17 2009, the issue, with ISIN number XS0359631974 (the "Issue"), has been recognized as an issue guaranteed by LBHI and following the instructions of the Notice of Deadlines for Filing Proof of Claim Base on Lehman Programs Securities dated 27 July 2009 (the "Notice"), we hereby claim our right to receive the invested monies (EUR 310,000) on the Issue. However, the relevant program and final terms of the Issue have not been provided by any of the public sources available.



MADRID-1/447770/01 - 5 -

Since the "Global notes pertaining to debtors' schedules and statements" released by the United States Bankruptcy Court of the Southern District of New York set out on its section 7 that "otherwise indicated, all amounts are reflected in U.S. dollars" we have calculated the principal amount in U.S. dollars according to the average dollar-euro exchange rate as of 15 September 2008, published by the Federal Reserve Bank of New York on the website http://www.ny.frb.org/markets/foreignex.html (EUR = 1,4175 USD) and we have also calculated in Euros the additional interest just as established in the Terms and Conditions (and then in U.S. dollars according to the mentioned exchange rate).

Principal amount in U.S. dollars under the Issue:

EUR 310,000 x USD 1,4175 = USD 439,425

RESERVATION OF RIGHTS

- 2. Claimant expressly reserves the right to amend or supplement this Claim at any time, in any respect and for any reason, including but not limited to, for the purposes of (a) fixing, increasing, or amending the amounts referred to herein, and (b) adding or amending documents and other information and further describing the claims. Claimant does not waive any right to amounts due for any claim asserted herein by not stating a specific amount due for any such claim at this time, and Claimant reserves the right to amend or supplement this proof of claim, if Claimant should deem it necessary or appropriate, to assert and state an amount for any such claim.
- 3. This Claim is made without prejudice to the filing by Claimant and any related entities of additional proofs of claim for any additional claims against LBHI and its affiliated debtors (the "Debtors") and non-debtor entities affiliated with the Debtors of any kind or nature, including, without limitation, claims for administrative expenses, additional interest, late charges, and related costs and expenses, and any and all other charges and obligations reserved under the applicable documents and other transaction documents, and claims for reimbursement in amounts that are not fully ascertainable.



4. The filing of this Claim is not intended to be and shall not be deemed to be or

construed as a waiver or release of any right to claim specific assets; any rights of

setoff, recoupment, or counterclaim; or any other right, rights of action, causes of

action, or claims, whether existing now or hereinafter arising, that Claimant has or

may have against LBHI, its affiliated entities or any other person, or persons, and

Claimant expressly reserves all such rights.

5. Nothing herein modifies, alters, amends and/or waives any right Claimant may have

under applicable law or any agreement or understanding to assert and recover from

LBHI, its affiliated entities or any other person or persons, upon rights, claims, and

monies.

6. In executing and filing this claim, Claimant does not submit itself to the jurisdiction of

this Court for any other purpose than with respect to this Claim. This Claim is not

intended to be, and shall not be construed as (i) an election of remedies, (ii) a waiver

of any past, present or future defaults, or (iii) a waiver or limitation of any rights

remedies, claims or interests of Claimant.

NOTICES

7. All notices, communications and distributions with respect to this Claim should be

sent to:

Banco Cooperativo Español, S.A.

Address:

C/ Virgen de los Peligros, 4. Madrid 28013 (Spain)

Telephone:

(0034) 91-5956700 / 03

Attention:

Juan Antonio Merino / Ignacio Benlloch



With a copy to:

Clifford Chance US LLP

31 West 52nd Street

New York, NY 10019

Telephone:

(212) 878-8000

Attention:

Jennifer C. DeMarco, Esq.

David A. Sullivan, Esq.

BREAKDOWN OF CLAIM

8. See Annex

X p

ANNEX

BREAKDOWN OF CLAIM: ISIN XS0252835110

The Claimant invested EUR 1,000,000 purchasing 20 notes issued by Lehman Brothers Holdings, Inc. on 30 August 2006 with ISIN code number XS0252835110 and whose maturity date was established to take place on 4 May 2011.

The Notes were issued under the "US\$ 100,000,000 Euro Medium-Term Note Program of Lehman Brothers Holdings Inc., Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus A.G." dated 24 July 2007 (the "Program"). The terms and conditions to be applied to this issuing are those appearing in the "US\$ 45,000,000,000 Euro Medium-Term Note Retail Program of Lehman Brothers Holdings Inc., Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus A.G." dated 26 August 2005 and which are included by reference to the Program (the "Terms and Conditions").

According to the final terms dated 18 January 2008 (the "Final Terms"), the interest commencement date was the 4 August 2006 and the interest payable should be calculated on a 3-month EURIBOR plus 0.20% Floating Rate basis.

Since the "Global notes pertaining to debtors' schedules and statements" released by the United States Bankruptcy Court of the Southern District of New York set out on its section 7 that "otherwise indicated, all amounts are reflected in U.S. dollars" we have calculated the principal amount in U.S. dollars according to the average dollar-euro exchange rate as of 15 September 2008, published by the Federal Reserve Bank of New York on the website http://www.ny.frb.org/markets/foreignex.html (EUR = 1,4175 USD) and we have also calculated in Euros the additional interest just as established in the Terms and Conditions (and then in U.S. dollars according to the mentioned exchange rate).

1. Terms and Conditions day count fraction: actual/360

"the actual number of days in the Calculation Period divided by 360;"

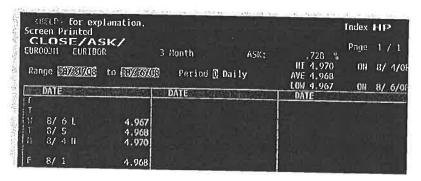


MADRID-1/447770/01 - 9 -

The application of the above-mentioned formula to the applicable interest rate produces an interest period of 42 days (starting on 4 August 2008 - according to the Final Terms, the last interest payment date before the 15 September 2008 - and up to the 14 September 2008).

2. Screen rate determination:

- Reference Rate: 3-Month EURIBOR
- Interest Determination Date(s): Two TARGET Business Days prior to the start of each Interest Period
- Relevant Screen Page: Telerate page 248
- Relevant Time: 11.00 a.m. Brussels time
- Relevant Financial Centre: Euro-zone (where Euro-zone means the region comprised of the countries whose lawful currency is the euro)
- -Reference rate: 4.968%



- -Resulting rate (reference rate plus 0.20% margin): 5.168%
- 3. Principal amount in U.S. dollars:

EUR 1,000,000 x USD 1,4175 = USD 1,417,500

4. Additional Interest in Euros:

EUR 1,000,000 x 5.168% x 42/360 = EUR 6,029.33

5. Additional Interest in U.S. dollars:

EUR 6,029.33 x USD 1,4175 = USD 8,546.58

6. Total Amount of the Claim

USD 1,417,500+ USD 8,546.58= USD 1,426,046.58

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BREAKDOWN OF CLAIM: ISIN XS0193035358

The Claimant invested EUR 25,000 purchasing 25 notes issued by Lehman Brothers Holdings, Inc. on 21 May 2004 with ISIN code number XS0193035358 and whose maturity date was established

to take place on 21 May 2009.

Conditions"),

The Notes have been issued under the "US\$ 45,000,000,000 Euro Medium-Term Note Retail Program of Lehman Brothers Holdings Inc., Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus A.G." dated 26 August 2005 (the "Program"). The terms and conditions to be applied to this issuing are those appearing in the "US\$ 18,000,000,000 Euro Medium-Term Note Program of Lehman Brothers Holdings Inc., Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus A.G." dated 19 August 2003 and which are included by reference to the Program (the "Terms and

According to the final terms dated 19 May 2004 (the "Final Terms"), the interest commencement date was the 21 May 2004 and the interest payable should be calculated on a 3-month EURIBOR plus 0.25% Floating Rate basis.

Since the "Global notes pertaining to debtors' schedules and statements" released by the United States Bankruptcy Court of the Southern District of New York set out on its section 7 that "otherwise indicated, all amounts are reflected in U.S. dollars" we have calculated the principal amount in U.S. dollars according to the average dollar-euro exchange rate as of 15 September 2008, published by the Federal Reserve Bank of New York on the website http://www.ny.frb.org/markets/foreignex.html (EUR = 1,4175 USD) and we have also calculated in Euros the additional interest just as established in the Terms and Conditions (and then in U.S. dollars according to the mentioned exchange rate).

1. Terms and Conditions day count fraction: actual/360

"the actual number of days in the Calculation Period divided by 360;"

The application of the above-mentioned formula to the applicable interest rate produces an interest period of 25 days (starting on 21 August 2008 - according to the Final Terms, the last interest payment date before the 15 September 2008 - and up to the 14 September 2008).

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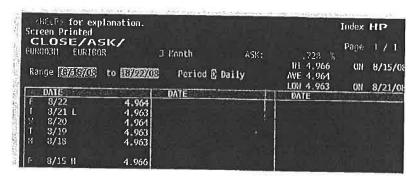
2. Screen rate determination:

- Reference Rate: EURIBOR

MADRID-1/447770/01 - 11 -

08-13555-mg Doc 35449 Filed 02/23/13 Entered 02/23/13 13:52:39 Main Document Pg 27 of 55

- Interest Determination Date(s): Two TARGET Business Days prior to the start of each Interest Period
- Relevant Screen Page: Moneyline Telerate page 248
- Relevant Time: 11.00 a.m. Brussels time
- Relevant Financial Centre: Euro-zone (where Euro-zone means the region comprised of the countries whose lawful currency is the euro)
- -Reference rate: 4.963%



- -Resulting rate (reference rate plus 0.25% margin): 5.213%
- 3. Principal amount in U.S. dollars:

EUR 25,000 x USD 1,4175 = USD 35,437.5

4. Additional Interest in Euros:

EUR 25,000 x 5.213%x 25/360 = EUR 90.50

5. Additional Interest in U.S. dollars:

EUR $90.50 \times \text{USD } 1,4175 = \text{USD } 128.29$

6. Total Amount of the Claim

USD 35,437.5 + USD 128.29 = USD 35,694.08

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BREAKDOWN OF CLAIM: ISIN XS0268648952

The Claimant invested EUR 400,000 purchasing 8 notes issued by Lehman Brothers Holdings, Inc. on 26 September 2006 with ISIN code number XS0268648952 and whose maturity date was established to take place on 26 September 2016.

The Notes have been issued under the "US\$ 60,000,000,000 Euro Medium-Term Note Program of Lehman Brothers Holdings Inc., Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus A.G." dated 9 August 2006 (the "Program"). The terms and conditions to be applied to this issuing are those appearing in the Program (the "Terms and Conditions").

According to the final terms dated 26 September 2006 (the "Final Terms"), the interest commencement date was the 26 September 2006 and the interest payable should be calculated on a one-year fixed rate of 4.25% basis,

States Bankruptcy Court of the Southern District of New York set out on its section 7 that "otherwise indicated, all amounts are reflected in U.S. dollars" we have calculated the principal amount in U.S. dollars according to the average dollar-euro exchange rate as of 15 September 2008, published by the Federal Reserve Bank of New York on the website http://www.ny.frb.org/markets/foreignex.html (EUR = 1,4175 USD) and we have also calculated in Euros the additional interest just as established in the Terms and Conditions (and then in U.S. dollars according to the mentioned exchange rate).

1. Terms and Conditions day count fraction: actual/actual (ICMA)

"(a) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods normally ending in any year;"

The application of the above-mentioned formula to the applicable interest rate produces an interest period 355 days (starting on 26 September 2007 and up to the 14 September 2008).

2. Principal amount in U.S. dollars:

EUR 400,000 x USD 1,4175 = USD 567,000

3. Additional Interest in Euros:



MADRID-1/447770/01 - 13 - New/NEW

EUR 400,000 x 4,25% x 355/366 = EUR 16,534

4. Additional Interest in U.S. dollars:

EUR 16,534 x USD 1,4175 = USD 23,436.94

5. Total Amount of the Claim

USD 567,000 + USD 23,436.94= USD 590,436.94



BREAKDOWN OF CLAIM: ISIN XS0179304869

The Claimant invested EUR 4,000,000 purchasing 4,000 notes issued by Lehman Brothers Holdings, Inc. on 3 November 2003 with ISIN code number XS0179304869 and whose maturity date was established to take place on 3 November 2008.

The Notes were issued under the "US\$ 18,000,000,000 Euro Medium-Term Note Program of Lehman Brothers Holdings Inc., Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus A.G." dated 19 August 2003 (the "Program"). The terms and conditions to be applied to this issuing are those appearing in the Program (the "Terms and Conditions").

According to the final terms dated 30 October 2003 (the "Final Terms") the interest payable should be calculated on a 3-month EURIBOR plus 0.30% Floating Rate basis.

Since the "Global notes pertaining to debtors' schedules and statements" released by the United States Bankruptcy Court of the Southern District of New York set out on its section 7 that "otherwise indicated, all amounts are reflected in U.S. dollars" we have calculated the principal amount in U.S. dollars according to the average dollar-euro exchange rate as of 15 September 2008, published by the Federal Reserve Bank of New York on the website http://www.ny.frb.org/markets/foreignex.html (EUR = 1,4175 USD) and we have also calculated in Euros the additional interest just as established in the Terms and Conditions (and then in U.S. dollars according to the mentioned exchange rate).

1. Terms and Conditions day count fraction: actual/360

"the actual number of days in the Calculation Period divided by 360;"

The application of the above-mentioned formula to the applicable interest rate produces an interest period of 42 days (starting on 3 August 2008 - according to the Final Terms, the last interest payment date before the 15 September 2008 - and up to the 14 September 2008).

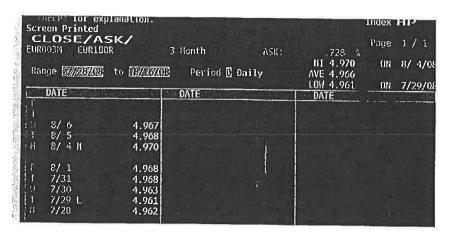
2. Screen rate determination:

- Reference Rate: EURIBOR
- Interest Determination Date(s): Two TARGET Business Days prior to the start of each Interest Period
- Relevant Screen Page: Moneyline Telerate page 248
- Relevant Time: 11.00 a.m. Brussels time



MADRID-1/447770/01 - 15 - New/NEW

- Relevant Financial Centre: Euro-zone (where Euro-zone means the region comprised of the countries whose lawful currency is the euro)
- -Reference rate: 4.968%



- -Resulting rate (reference rate plus 0.30% margin): 5,268%
- 3. Principal amount in U.S. dollars:

EUR 4,000,000 x USD 1,4175 = USD 5,670,000

4. Additional Interest in Euros:

EUR 4,000,000 x 5.268% x 42/360 = EUR 24,584

5. Additional Interest in U.S. dollars:

EUR 24,584 x USD 1,4175 = USD 34,847.32

6. Total Amount of the Claim

USD 5,670,000+ USD 34,847.32= USD 5,704,847.32



MADRID-1/447770/01 - 16 -

BREAKDOWN OF CLAIM: ISIN XS0213971210

The Claimant invested EUR 753,000 purchasing 753 notes issued by Lehman Brothers Treasury Co. B.V. on 18 March 2005 with ISIN code number XS0213971210 and whose maturity date was established to take place on 18 March 2015.

The Notes have been issued under the "USS 25,000,000,000 Euro Medium-Term Note Program of Lehman Brothers Holdings Inc., Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus A.G." dated 18 August 2004 (the "Program"). The terms and conditions to be applied to this issuing are those appearing in the Program (the "Terms and Conditions").

According to the final terms dated 16 March 2005 (the "Final Terms"), the interest commencement date was the 18 March 2008 and the interest payable should be calculated by the Calculation Agent according to a formula based on the CMS¹ index,

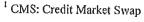
The Final Terms also establish an early redemption amount (according to clause 8 (f) (Early Redemption Amounts) and clause 10 (a) (vi)) to be paid if an event of default occurs:

"In respect of each Note, an amount in the Specified Currency equal to the fair market value of such Note (disregarding credit risk of the Issuer) (which value shall be less the proportion attributable to that Note of the reasonable cost to the Issuer of unwinding any related hedging arrangements) on such day as is selected by the Calculation Agent in its sole and absolute discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note)."

The Calculation Agent was, in turn, Lehman Brothers International Europe, now in insolvency and unable to perform its role.

Thus, until such situation is solved for the time being our claim is for the principal invested, plus an estimate of interest accrued.

Since the "Global notes pertaining to debtors' schedules and statements" released by the United States Bankruptcy Court of the Southern District of New York set out on its section 7 that "otherwise indicated, all amounts are reflected in U.S. dollars" we have calculated the principal amount in U.S.





dollars according to the average dollar-euro exchange rate as of 15 September 2008, published by the Federal Reserve Bank of New York on the website http://www.ny.frb.org/markets/foreignex.html (BUR = 1,4175 USD) and we have also calculated in Euros the additional interest just as established in the Terms and Conditions (and then in U.S. dollars according to the mentioned exchange rate).

- Estimate of interest rate based on CMS index:
 2%
- 2. Terms and Conditions day count fraction actual/actual (ISMA):

"(a) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods normally ending in any year;"

The application of the above-mentioned formula to the applicable interest rate produces an interest period 167 days (starting on 18 March 2008 and up to the 14 September 2008).

2. Principal amount in U.S. dollars:

EUR 753,000 x USD 1,4175 = USD 1,067,377.5

3. Additional Interest in Euros:

EUR 753,000 x 2% x 167/365 = EUR 6,890.47

4. Additional Interest in U.S. dollars:

EUR 6,890.47 x USD 1,4175 = USD 9,767.24

5. Total Amount of the Claim

USD 1,067,377.5 + USD 9,767.24 = USD 1,077,145.24



BREAKDOWN OF CLAIM: ISIN XS0216140417

The Claimant invested EUR 1,500,000 purchasing 150 notes issued by Lehman Brothers Treasury Co. B.V. on 6 April 2005 with ISIN code number XS0216140417 and whose maturity date was established to take place on 6 April 2016.

The Notes were issued under the "US\$ 25,000,000,000 Euro Medium-Term Note Program of Lehman Brothers Holdings Inc., Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus A.G." dated 18 August 2004 (the "Program"). The terms and conditions to be applied to this issuing are those appearing in the Program (the "Terms and Conditions").

According to the final terms dated 5 April 2005 (the "Final Terms"), the interest payable should be calculated by the Calculation Agent according to a inverse floating rate formula:

"The Rate of interest ("R") shall be determined by the Calculation Agent in accordance with the following formula:

R= Previous Coupon Rate + Margin - 6 months EURIBOR

Previous Coupon Rate: the rate of interest per annum applicable to the immediately preceding Interest Period.

Margin: 2.55%"

The Final Terms also establish an early redemption amount (according to clause 8 (f) (Early Redemption Amounts) and clause 10 (a) (vi)) to be paid if an event of default occurs:

"In respect of each Note, an amount equal to the fair market value of such Note (which value shall be less the proportion attributable to that Note of the reasonable cost to the Issuer of unwinding any related hedging arrangements) on such day as is selected by the Calculation Agent in its sole and absolute discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note)."

The Calculation Agent was, in turn, Lehman Brothers International Europe, now in insolvency and unable to perform its role.

Thus, until such situation is solved for the time being our claim is for the principal invested plus an estimation of interest.

MADRID-1/447770/01 - 19 - New/NEW

Since the "Global notes pertaining to debtors' schedules and statements" released by the United States Bankruptcy Court of the Southern District of New York set out on its section 7 that "otherwise indicated, all amounts are reflected in U.S. dollars" we have calculated the principal amount in U.S. dollars according to the average dollar-euro exchange rate as of 15 September 2008, published by the Federal Reserve Bank of New York on the website http://www.ny.frb.org/markets/foreignex.html (EUR = 1,4175 USD) and we have also calculated in Euros the additional interest just as established in the Terms and Conditions (and then in U.S. dollars according to the mentioned exchange rate).

1. Estimation on interest rate applicable based on the Final Terms

Previous Coupon Rate: 0%

Margin: 2.55%

6 months EURIBOR: 5,165%

- Interest Determination Date(s): five TARGET Settlement Days prior to the start of each Specified Interest Payment Date
- Relevant Screen Page: Moneyline Telerate page 248
- Relevant Time: 11.00 a.m. Brussels time
- Relevant Financial Centre: Euro-zone (where Euro-zone means the region comprised of the countries whose lawful currency is the euro)
- -(Screen prints attached)

Resulting interest rate: 0%

2. Terms and Conditions day count fraction: 30/360

"The number of days in the Calculation Period from and including the most recent Interest Payment Date to but excluding the relevant payment date (such number of days being calculated on the basis of 12 30-day months) divided by 360."

The application of the above-mentioned formula to the applicable interest rate produces an interest period 68 days (starting on 6 July 2008 and up to the 14 September 2008).

3. Principal amount in U.S. dollars:

EUR 1,500,000 x USD 1,4175 = USD 2,126,250

MADRID-1/447770/01 - 20 - New/NEW

- 4. Additional Interest in Euros:

 EUR 1,500,000 x 0% x 68/360 = EUR 0%
- 5. Additional Interest in U.S. dollars: $EUR~0\% \times USD~1,4175 = USD~0\%$
- 6. Total Amount of the Claim

 USD 2,126,250+ USD 0% = USD 2,126,250



The Claimant invested EUR 318,000 purchasing 318 notes issued by Lehman Brothers Treasury Co. B.V. on 2 November 2005 with ISIN code number XS0232364868 and whose maturity date was established to take place on 2 November 2035.

The Notes were issued under the "US\$ 45,000,000,000 Euro Medium-Term Note Retail Program of Lehman Brothers Holdings Inc., Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus A.G." dated 26 August 2005 (the "Program"). The terms and conditions to be applied to this issuing are those appearing in the Program (the "Terms and Conditions").

According to the final terms dated 31 October 2005 (the "Final Terms"), the interest commencement date was the 2 November 2005 and the interest payable should be calculated on a one-year fixed rate of 6% basis.

The Final Terms also establish an early redemption amount (according to clause 8 (f) (Early Redemption Amounts) and clause 10 (a) (vi)) to be paid if an event of default occurs:

"In respect of each Note, an amount equal to the fair market value of such Note (which value shall be less the proportion attributable to that Note of the reasonable cost to the Issuer of unwinding any related hedging arrangements) on such day as is selected by the Calculation Agent in its sole and absolute discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note)."

The Calculation Agent was, in turn, Lehman Brothers International Europe, now in insolvency and unable to perform its role.

Thus, until such situation is solved for the time being our claim is for the principal invested plus interest accrued.

Since the "Global notes pertaining to debtors' schedules and statements" released by the United States Bankruptcy Court of the Southern District of New York set out on its section 7 that "otherwise indicated, all amounts are reflected in U.S. dollars" we have calculated the principal amount in U.S. dollars according to the average dollar-euro exchange rate as of 15 September 2008, published by the Federal Reserve Bank of New York on the website http://www.ny.frb.org/markets/foreignex.html (EUR =

MADRID-1/447770/01 - 22 - New/NEW

1,4175 USD) and we have also calculated in Euros the additional interest just as established in the Terms and Conditions (and then in U.S. dollars according to the mentioned exchange rate).

1. Terms and Conditions day count fraction: actual/actual (ISMA)

"(a) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods normally ending in any year;"

The application of the above-mentioned formula to the applicable interest rate produces an interest period 318 days (starting on 2 November 2007 and up to the 14 September 2008).

2. Principal amount in U.S. dollars:

EUR 318,000 x USD 1,4175 = USD 450,765

3. Additional Interest in Euros:

EUR 318,000 x 6% x 318/366 = EUR 16,577.70

4. Additional Interest in U.S. dollars:

EUR 16,577.70 x USD 1,4175 = USD 23,498.90

5. Total Amount of the Claim

USD 450,765+ USD 23,498.90= USD 474,263.9



The Claimant invested EUR 650,000 purchasing 65 notes issued by Lehman Brothers Treasury Co. B.V. on 25 March 2008 with ISIN code number XS0353507642 and whose maturity date was established to take place on 25 March 2015.

The Notes have been issued under the "US\$ 100,000,000,000 Euro Medium-Term Note Program of Lehman Brothers Holdings Inc., Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus A.G." dated 24 July 2007 (the "Program"). The terms and conditions to be applied to this issuing are those appearing in the Program (the "Terms and Conditions").

According to the final terms dated 23 April 2008 (the "Final Terms") there is a final redemption amount to be paid on 25 March 2015 and which should be calculated by the Calculation Agent according to a formula attached to the Final Terms as an Annex.

The Final Terms also establish an early redemption amount (according to clause 8 (f) (Early Redemption Amounts) and clause 10 (a) (vi)) to be paid if an event of default occurs:

"In respect of each Note, an amount in the Specified Currency equal to the fair market value of such Note (disregarding credit risk of the Issuer) (which value shall be less the proportion attributable to that Note of the reasonable cost to the Issuer of unwinding any related hedging arrangements) on such day as is selected by the Calculation Agent in its sole and absolute discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note)."

The Calculation Agent was, in turn, Lehman Brothers International Europe, now in insolvency and unable to perform its role.

Thus, until such situation is solved for the time being our claim is for the principal invested.

Since the "Global notes pertaining to debtors' schedules and statements" released by the United States Bankruptcy Court of the Southern District of New York set out on its section 7 that "otherwise indicated, all amounts are reflected in U.S. dollars" we have calculated the principal amount in U.S. dollars according to the average dollar-euro exchange rate as of 15 September 2008, published by the Federal Reserve Bank of New York on the website http://www.ny.frb.org/markets/foreignex.html (EUR =



1,4175 USD) and we have also calculated in Euros the additional interest just as established in the Terms and Conditions (and then in U.S. dollars according to the mentioned exchange rate).

Principal amount in U.S. dollars:

EUR 650,000 x USD 1,4175 = USD 921,375



The Claimant invested EUR 1,000,000 purchasing 20 notes issued by Lehman Brothers Treasury Co. B.V. on 23 November 2005 with ISIN code number XS0234065786 and whose maturity date was established to take place on 23 November 2015.

The Notes were issued under the "US\$ 45,000,000,000 Euro Medium-Term Note Retail Program of Lehman Brothers Holdings Inc., Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus A.G." dated 26 August 2005 (the "Program"). The terms and conditions to be applied to this issuing are those appearing in the Program (the "Terms and Conditions").

According to the final terms dated 21 November 2005 (the "Final Terms"), the Notes were to be redeemed at par and the interest payable should be calculated by the Calculation Agent a 3-month EURIBOR plus 0.41% Floating Rate basis with a cap of 5%.

Since the "Global notes pertaining to debtors' schedules and statements" released by the United States Bankruptcy Court of the Southern District of New York set out on its section 7 that "otherwise indicated, all amounts are reflected in U.S. dollars" we have calculated the principal amount in U.S. dollars according to the average dollar-euro exchange rate as of 15 September 2008, published by the Federal Reserve Bank of New York on the website http://www.ny.frb.org/markets/foreignex.html (EUR = 1,4175 USD) and we have also calculated in Euros the additional interest just as established in the Terms and Conditions (and then in U.S. dollars according to the mentioned exchange rate).

1. Terms and Conditions day count fraction: 30/360

"The number of days in the Calculation Period from and including the most recent Interest Payment Date to but excluding the relevant payment date (such number of days being calculated on the basis of 12 30-day months) divided by 360."

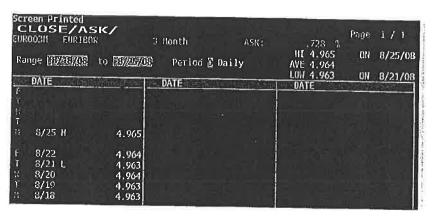
The application of the above-mentioned formula to the applicable interest rate produces an interest period 22 days (starting on 23 August 2008 and up to the 14 September 2008).

Screen rate determination:

- Reference Rate: EURIBOR

2.

- Interest Determination Date(s): two TARGET Settlement Days prior to the start of each Interest Period
- Relevant Screen Page: Moneyline Telerate page 248
- Relevant Time: 11.00 a.m. Brussels time
- Relevant Financial Centre: Euro-zone (where Euro-zone means the region comprised of the countries whose lawful currency is the euro)
- -Reference rate: 4.963%



- -Resulting rate (reference rate plus 0.41% margin): 5.373%---Cap= 5%
- 3. Principal amount in U.S. dollars:

EUR 1,000,000 x USD 1,4175 = USD 1,417,500

4. Additional Interest in Euros:

EUR $1,000,000 \times 5\% \times 22/360 = EUR 3,055.56$

5. Additional Interest in U.S. dollars:

EUR 3,055.56 x USD 1,4175 = USD 4,331.25

6. Total Amount of the Claim

USD 1,417,500 + USD 4,331.25= USD 1,421,831.25



The Claimant invested EUR 1,200,000 purchasing 1,200 notes issued by Lehman Brothers Treasury Co. B.V. on 12 August 2004 with ISIN code number XS0197173643 and whose maturity date was established to take place on 12 August 2011.

The Notes were issued under the "US\$ 18,000,000,000 Euro Medium-Term Note Program of Lehman Brothers Holdings Inc., Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus A.G." dated 19 August 2003 (the "Program"). The terms and conditions to be applied to this issuing are those appearing in the Program (the "Terms and Conditions").

According to the final terms dated 10 August 2004 (the "Final Terms") and the Program, the Notes should be redeemed at par and the interest payable should be calculated by the Calculation Agent a 3-month EURIBOR plus 0.50% Floating Rate basis with a cap of 4.5%.

Since the "Global notes pertaining to debtors' schedules and statements" released by the United States Bankruptcy Court of the Southern District of New York set out on its section 7 that "otherwise indicated, all amounts are reflected in U.S. dollars" we have calculated the principal amount in U.S. dollars according to the average dollar-euro exchange rate as of 15 September 2008, published by the Federal Reserve Bank of New York on the website http://www.ny.frb.org/markets/foreignex.html (EUR = 1,4175 USD) and we have also calculated in Euros the additional interest just as established in the Terms and Conditions (and then in U.S. dollars according to the mentioned exchange rate).

1. Terms and Conditions day count fraction actual/360:

"the actual number of days in the Calculation Period divided by 360;"

The application of the above-mentioned formula to the applicable interest rate produces an interest period 34 days (starting on 12 August 2008 and up to the 14 September 2008).

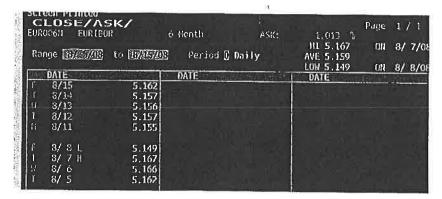
2. Screen rate determination:

- Reference Rate: EURIBOR
- Interest Determination Date(s): two TARGET Settlement Days prior to the start of each Interest Period
- Relevant Screen Page: Moneyline Telerate page 248



MADRID-1/447770/01 - 28 - New/NEW

- Relevant Time: 11.00 a.m. Brussels time
- Relevant Financial Centre: Euro-zone (where Euro-zone means the region comprised of the countries whose lawful currency is the euro)
- -Reference rate: 5.149%



- -Resulting rate (reference rate plus 0.50% margin): 5.649%-----Cap= 4.50%
- 3. Principal amount in U.S. dollars:

EUR 1,200,000 x USD 1,4175 = USD 1,701,000

4. Additional Interest in Euros:

EUR 1,200,000 x 4.50% x
$$34/360 = EUR 5,100$$

5. Additional Interest in U.S. dollars:

EUR $5,100 \times \text{USD } 1,4175 = \text{USD } 7,229.25$

6. Total Amount of the Claim

USD 1,701,000 + USD 7,229.25 = USD 1,708,229.25



The Claimant invested EUR 2,800,000 purchasing 2,800 notes issued by Lehman Brothers Treasury Co. B.V. on 6 June 2005 with ISIN code number XS0220152069 and whose maturity date was established to take place on 6 June 2017.

The Notes have been issued under the "US\$ 25,000,000,000 Euro Medium-Term Note Program of Lehman Brothers Holdings Inc., Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus A.G." dated 18 August 2004 (the "Program"). The terms and conditions to be applied to this issuing are those appearing in the Program (the "Terms and Conditions").

According to the final terms dated 2 June 2005 (the "Final Terms") the interest payable annually should be calculated by the Calculation Agent according to a floating rate formula.

The Final Terms also establish an early redemption amount (according to clause 8 (f) (Early Redemption Amounts) and clause 10 (a) (vi)) to be paid if an event of default occurs:

"In respect of each Note, an amount equal to the fair market value of such Note (which value shall be less the proportion attributable to that Note of the reasonable cost to the Issuer of unwinding any related hedging arrangements) on such day as is selected by the Calculation Agent in its sole and absolute discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note)."

The Calculation Agent was, in turn, Lehman Brothers International Europe, now in insolvency and unable to perform its role.

Thus, until such situation is solved for the time being our claim is for the principal invested, plus an estimate of interest accrued.

Since the "Global notes pertaining to debtors' schedules and statements" released by the United States Bankruptcy Court of the Southern District of New York set out on its section 7 that "otherwise indicated, all amounts are reflected in U.S. dollars" we have calculated the principal amount in U.S. dollars according to the average dollar-curo exchange rate as of 15 September 2008, published by the Federal Reserve Bank of New York on the website http://www.ny.frb.org/markets/foreignex.html (EUR =

MADRID-1/447770/01 - 30 - New/NEW

1,4175 USD) and we have also calculated in Euros the additional interest just as established in the Terms and Conditions (and then in U.S. dollars according to the mentioned exchange rate).

1. Estimation of applicable interest rate

1%

2. Terms and Conditions day count fraction: actual/actual (ISMA)

"(a) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods normally ending in any year;"

The application of the above-mentioned formula to the applicable interest rate produces an interest period 101 days (starting on 6 June 2008 and up to the 14 September 2008).

2. Principal amount in U.S. dollars:

EUR 2,800,000 x USD 1,4175 = USD 3,969,000

3. Additional Interest in Euros:

EUR 2,800,000 x 1% x 101/365 = EUR 7,747.95

4. Additional Interest in U.S. dollars:

EUR 7,747.95 x USD 1,4175 = USD 10,982.71

5. Total Amount of the Claim

USD 3,969,000 + USD 10,982.71= USD 3,979,982.71



The Claimant invested EUR 1,062,000 purchasing 1,062 notes issued by Lehman Brothers Holdings, Inc. on 5 October 2005 with ISIN code number XS0229584296 and whose maturity date was established to take place on 5 October 2035.

The Notes have been issued under the "US\$ 45,000,000,000 Euro Medium-Term Note Retail Program of Lehman Brothers Holdings Inc., Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus A.G." dated 26 August 2005 (the "Program"). The terms and conditions to be applied to this issuing are those appearing in the Program (the "Terms and Conditions").

According to the final terms dated 16 September 2005 (the "Final Terms"), the interest commencement date was the 5 October 2005 and the interest payable should be calculated on a one-year fixed rate of 7.25% basis.

The Final Terms also establish an early redemption amount (according to clause 8 (f) (Early Redemption Amounts) and clause 10 (a) (vi)) to be paid if an event of default occurs:

"In respect of each Note, an amount equal to the fair market value of such Note (which value shall be less the proportion attributable to that Note of the reasonable cost to the Issuer of unwinding any related hedging arrangements) on such day as is selected by the Calculation Agent in its sole and absolute discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note)."

The Calculation Agent was, in turn, Lehman Brothers International Europe, now in insolvency and unable to perform its role.

Thus, until such situation is solved for the time being our claim is for the principal invested, plus interest accrued.

Since the "Global notes pertaining to debtors' schedules and statements" released by the United States Bankruptcy Court of the Southern District of New York set out on its section 7 that "otherwise indicated, all amounts are reflected in U.S. dollars" we have calculated the principal amount in U.S. dollars according to the average dollar-euro exchange rate as of 15 September 2008, published by the

MADRID-1/447770/01

- 32 -

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Federal Reserve Bank of New York on the website http://www.ny.frb.org/markets/foreignex.html (EUR = 1,4175 USD) and we have also calculated in Euros the additional interest just as established in the Terms and Conditions (and then in U.S. dollars according to the mentioned exchange rate).

1. Terms and Conditions day count fraction: actual/actual (ISMA)

"(a) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods normally ending in any year;"

The application of the above-mentioned formula to the applicable interest rate produces an interest period 346 days (starting on 5 October 2007 and up to the 14 September 2008).

2. Principal amount in U.S. dollars:

EUR 1,062,000 x USD 1,4175 = USD 1,505,385

3. Additional Interest in Euros:

EUR 1,062,000 x 7,25% x 346/366 = EUR 72,787.62

4. Additional Interest in U.S. dollars:

EUR 72,787.62 x USD 1,4175 =USD 103,176.46

5. Total Amount of the Claim

USD 1,505,385 + USD 103,176.46= USD 1,608,561.46

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- 33 -

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United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076			LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM				
in Re: Lehman Broth Debtors.	ers Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)					
based on Le	orm may not be used t hman Programs Secur lehman-docket.com as	o file claims other than those ties as listed on of July 17, 2009	THIS SPACE	IS FOR COURT USE ONLY			
Creditor) Cr Act (pl	editor: Banco ddress: C/ Virg lention: Mr. Jur ease see section 7 of to +34 (0) 91-595 67 00 / phcr:+34 (0) 91-595 67 03En	and address where notices should be s Cooperativo Español, S.A. en de los Pellgros, 4. Madrid 26 an Antonio Merino / Mr. Ignacio ne Attachment for full contact d <u>ignacio beniloch beed</u> anii Address: jmerino.bce@cajarural ne sent (if different from above)	3013 (Spain) Beniloch etalis) Dcalarural.com	Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known) Filed on: Check this box if you are aware that			
				nnyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.			
Telephone number: Email Address: 1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filling this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Clahm: \$ 1.882.440 (see Attachment) (Required) 2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filling this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN): XS0229269856 (Required) 3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filling a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filling this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:							
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.							
Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participaut Account Number; CEDEL 17892 (Required)							
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you FOR COURT USE ONLY consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.							
Date. 27/10/2009	of the creditor or other per number if different from t any Mr. Ramón Carballás v Mr. Ignaclo Beniloch y	ling this claim must sign it. Sign and son authorized to file this claim and s the notice address above. Attach copy areta (Head of Legal Services) Fernández-Cuesta (Head of Caryline)	state address and telephone of power of another and Corporate Banking				
Penalty for presenting fraudulent claim: Fine of up to \$500,000 of imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571							

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:	
Lehman Brothers Holdings Inc., et al.	Chapter 11
Debtors	Case No. 08-13555 (JMP)
	Jointly Administered

ATTACHMENT TO PROOF OF CLAIM OF BANCO COOPERATIVO ESPAÑOL

Banco Cooperativo Español ("Claimant" or "Banco Cooperativo") by an authorized representative submits this attachment to the proof of claim (the "Claim") against Lehman Brothers Holdings Inc. ("LBHI") as guarantor of the preferred securities issued by Lehman Brothers UK Capital Fundings II L.P.

BANCO COOPERATIVO'S CLAIM

1. The Claimant submits this Claim with respect to certain securities issued or guaranteed by LBHI and as set forth on the Lehman Programs Securities list posted by LBHI on July 17, 2009 in accordance with the Bar Order. Such Lehman Programs Securities include:

3/

ISIN	BLOCKING NUMBER	PARTICIPANT ACCOUNT NUMBER	PRINCIPAL AMOUNT OF ISSUE HELD (EUR)	CLAIM AMOUNT
XS0229269856	CA52441	CEDEL 17892	100.000 €	\$141.750
XS0229269856	CA52435	CEDEL 17892	100.000 €	\$141.750
XS0229269856	CA52439	CEDEL 17892	50.000 €	\$70.875
XS0229269856	CA52437	CEDEL 17892	31.000 €	\$43.943
X\$0229269856	CA52420	CEDEL 17892	20.000 €	\$28,350
XS0229269856	CA52431	CEDEL 17892	207.000 €	\$293.423
XS0229269856	CA52442	CEDEL 17892	16.000 €	\$22,680
XS0229269856	CA52430	CEDEL 17892	16.000 €	\$22.680
XS0229269856	CA52443	CEDEL 17892	33.000 €	\$46.778
XS0229269856	CA52416	CEDEL 17892	29.000 €	\$41.108
XS0229269856	CA52425	CEDEL 17892	60.000 €	\$85.050
XS0229269856	CA52429	CEDEL 17892	83.000 €	\$117.653
XS0229269856	CA52428	CEDEL 17892	6.000 €	\$8.505
XS0229269856	CA52424	CEDEL 17892	28.000 €	\$39.690
XS0229269856	CA52427	CEDEL 17892	14.000 €	\$19.845
XS0229269856	CA52436	CEDEL 17892	6.000 €	\$8.505
XS0229269856	CA52434	CEDEL 17892	11.000 €	\$15,693
XS0229269856	CA52415	CEDEL 17892	25.000 €	\$35.438
XS0229269856	CA52418	CEDEL 17892	14.000 €	\$19.845
XS0229269856	CA52417	CEDEL 17892	111.000€	\$157.343
XS0229269856	CA52414	CEDEL 17892	70.000 €	\$99.225
XS0229269856	CA52426	CEDEL 17892	10,000 €	\$14.175
XS0229269856	CA52432	CEDEL 17892	20.000 €	\$28.350
XS0229269856	CA52422	CEDEL 17892	25,000 €	\$35.438
XS0229269856	CA52423	CEDEL 17892	20.000 €	\$28.350
XS0229269856	CA52421	CEDEL 17892	44.000 €	\$62.370
XS0229269856	CA52440	CEDEL 17892	48.000 €	\$68.040
XS0229269856	CA52438	CEDEL 17892	131.000 €	\$185,693
тоти	AL ISIN XS0229:	1.328.000 €	\$1.882.440	

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MADRID-1/447010/01 - 2 - New/NEW

RESERVATION OF RIGHTS

- 2. Claimant expressly reserves the right to amend or supplement this Claim at any time, in any respect and for any reason, including but not limited to, for the purposes of (a) fixing, increasing, or amending the amounts referred to herein, and (b) adding or amending documents and other information and further describing the claims. Claimant does not waive any right to amounts due for any claim asserted herein by not stating a specific amount due for any such claim at this time, and Claimant reserves the right to amend or supplement this proof of claim, if Claimant should deem it necessary or appropriate, to assert and state an amount for any such claim.
- 3. This Claim is made without prejudice to the filing by Claimant and any related entities of additional proofs of claim for any additional claims against LBHI and its affiliated debtors (the "Debtors") and non-debtor entities affiliated with the Debtors of any kind or nature, including, without limitation, claims for administrative expenses, additional interest, late charges, and related costs and expenses, and any and all other charges and obligations reserved under the applicable documents and other transaction documents, and claims for reimbursement in amounts that are not fully ascertainable.
- 4. The filing of this Claim is not intended to be and shall not be deemed to be or construed as a waiver or release of any right to claim specific assets; any rights of setoff, recoupment, or counterclaim; or any other right, rights of action, causes of action, or claims, whether existing now or hereinafter arising, that Claimant has or may have against LBHI, its affiliated entities or any other person, or persons, and Claimant expressly reserves all such rights.
- 5. Nothing herein modifies, alters, amends and/or waives any right Claimant may have under applicable law or any agreement or understanding to assert and recover from LBHI, its affiliated entities or any other person or persons, upon rights, claims, and monies.



MADRID-1/447010/01 - 3 - New/NEW

6. In executing and filing this claim, Claimant does not submit itself to the jurisdiction of this Court for any other purpose than with respect to this Claim. This Claim is not intended to be, and shall not be construed as (i) an election of remedies, (ii) a waiver of any past, present or future defaults, or (iii) a waiver or limitation of any rights remedies, claims or interests of Claimant.

NOTICES

7. All notices, communications and distributions with respect to this Claim should be sent to:

Banco Cooperativo Español, S.A.

Address:

C/ Virgen de los Peligros, 4. Madrid 28013 (Spain)

Telephone:

(0034) 91-5956700 / 03

Attention:

Juan Antonio Merino / Ignacio Benlloch

With a copy to:

Clifford Chance US LLP 31 West 52nd Street

New York, NY 10019

Telephone:

(212) 878-8000

Attention:

Jennifer C. DeMarco, Esq.

David A. Sullivan, Esq.



- 8. The Claimant invested EUR 1,328,000 purchasing 1,328 Securities issued by Lehman Brothers UK Capital Funding II L.P. on 27 October 2005 with ISIN code number XS0229269856 and whose maturity was not established.
- 9. The securities have been issued under the "EUR 200,000,000 Fixed Rate Guaranteed Non-Voting Non-Cumulative Perpetual Preferred Securities of Lehman Brothers UK Capital Funding II L.P." dated 30 August 2005 (the "Program"). The terms and conditions to be applied to this issuing are those appearing in the Program (the "Terms and Conditions").
- 10. According to the final terms dated 20 September 2005 (the "Final Terms"), the distributions commencement date was the 21 September 2006 and the interest payable should be calculated on a one-year fixed rate of 5.125% basis.
- 11. Since the "Global notes pertaining to debtors' schedules and statements" released by the United States Bankruptcy Court of the Southern District of New York set out on its section 7 that "otherwise indicated, all amounts are reflected in U.S. dollars" we have calculated the principal amount in U.S. dollars according to the average dollar-euro exchange rate as of 15 September 2008, published by the Federal Reserve Bank of New York on the website http://www.ny.frb.org/markets/foreignex.html (EUR = 1,4175 USD) and we have also calculated in Euros the additional interest just as established in the Terms and Conditions (and then in U.S. dollars according to the mentioned exchange rate).

a. Day count fraction:

"the applicable day count fraction will be the number of days in the relevant period from and including the date from which Distributions begin to accrue to but excluding the date on which they are payable divided by the number of days in the Distribution Period comprising the relevant period or in which the relevant period falls;"

The application of the above-mentioned formula to the applicable interest rate produces an interest period of 359 days period (starting on 21 September 2007 and up to the 14 September 2007).

MADRID-1/447010/01 - 5 - New/NEW

b. Principal amount in U.S. dollars:

EUR 1,328,000 x USD 1,4175 = USD 1,882,440

c. Additional Interest in Euros:

EUR 1,328,000 x 5.125% x 359/ 365 = EUR 66,941.21

d. Additional Interest in U.S. dollars:

EUR 66,941.21 x USD 1,4175 = USD 94,889.16

e. Total Amount of the Claim

USD 1,882,440 + USD 94,889.16 = USD 1,977,329.16

